of the cause before such petition. *In re Miller*, 114 Fed. 838; *In re Scatt*, 144 Fed. 79. But it has been held that where the arrest is made and charges are preferred after the petition, a writ of *habeas corpus* should issue. *Ex parte Houghton*, 129 Fed. 239. See *In re Carver*, 103 Fed. 624. A number of cases, however, hold that, when an arrest has been made and a writ has issued, if charges are later preferred against the infant before the final hearing, the writ should be discharged. *United States* v. *Reaves*, 126 Fed. 127; *In re Carver*, 142 Fed. 623. On principle these cases seem indistinguishable. In both cases proceedings were pending, but in neither had the court martial obtained jurisdiction when the petition was filed. The principal case seems right, therefore, in holding that the latter cases practically overrule the former; and the practical result reached seems desirable.

INDEMNITY — TORT COMMITTED AT ANOTHER'S REQUEST. — The defendant, a stockbroker, identified a woman at the plaintiff bank as the owner of certain stock, receiving only a nominal fee for his trouble. He had good reason for thinking her to be the owner, but she was in fact a fraudulent impersonator. At her order the bank registered a transfer of the stock, which it was later compelled to make good to the true owner. *Held*, that the defendant is bound to indemnify the plaintiff as having impliedly requested the transfer. *Bank of England* v. *Cutler*, [1908] 2 K. B. 208. See NOTES, p. 131.

INJUNCTIONS — ACTS RESTRAINED — CONTRACT IN RESTRAINT OF TRADE. The plaintiff and the defendant, practicing dentists, entered into a contract whereby the defendant agreed not to practice a certain method of extracting teeth in Philadelphia for ten years. The plaintiff filed a bill to enjoin the defendant from so practicing. *Held*, that although the contract is good at law, the plaintiff is not entitled to an injunction. *Thomas* v. *Borden*, 65 Leg. Int. 404 (Pa., Dist. Ct., July 31, 1908).

Equity frequently refuses an injunction on the ground that it would work an injury to the public. *Valparaiso* v. *Hagen*, 153 Ind. 337. See 22 HARV. L. REV. 61. But this doctrine seems never to have been applied to the case of a contract in restraint of trade admittedly good at law. The logical reason for this is that any unreasonable restraint of trade renders a contract invalid. *Nordenfelt* v. *Maxim, etc., Co.*, [1894] A. C. 535. If the contract is valid, it follows that it does not unreasonably restrain, and therefore equity should not on this ground refuse to enjoin a breach. It is clear that physicians may be enjoined from breaking agreements not to practice in a certain vicinity. *Wilkinson* v. *Colley*, 164 Pa. St. 35; *Beatty* v. *Coble*, 142 Ind. 329. But here it was contended that the agreement tended to give the plaintiff a quasi-monopoly on this particular method of extracting teeth. The court ruled that there can be no equitable right to a monopoly in the means of relieving human suffering. This doctrine, if followed to its logical conclusion, would preclude equity from protecting patents on surgical instruments and medicines. Clearly that is not law. *Farbenfabricken of Elberfeld Co.* v. *Harriman*, 133 Fed. 313; *Rowley* v. *Koeber*, 135 Fed. 363.

INSURANCE — RESCISSION OF CONTRACT FOR FRAUD. — The plaintiff was induced to continue a policy of life insurance by the fraudulent representations of the insurer's agent. *Held*, that on discovering the fraud the plaintiff can rescind, and recover the full amount of the premiums paid. *Kettlewell* v. *Refuge Assurance Co.*, 24 T. L. R. 216 (Eng., Ct. App., June 10, 1908). See NOTES, p. 134.

INTERSTATE COMMERCE — INTERSTATE COMMERCE COMMISSION — EFFECT ON JURISDICTION OF TERRITORY'S BECOMING STATE. — A complaint was filed before the Interstate Commerce Commission stating that the defendant maintained an unreasonable rate on shipments between two towns and asking that the rate be made reasonable for the future and that the complainant be awarded damages on past shipments. Thereafter the territory within which both towns lie was admitted into the Union as a state. *Held*, that the Commission has no jurisdiction, not only as to regulating the rate for the future, but also

as to awarding damages for past shipments. *Hussey* v. *Chicago, Rock Island, & Pacific R. R.*, 13 Interst. C. Rep. 366.

In general, a court which has once obtained jurisdiction over a case cannot be deprived of it by a subsequent change of circumstances. *Culver* v. *Woodruff County*, 5 Dill. (U. S.) 392. But, if the legislative act under which the court has jurisdiction is repealed during the action, the court loses power to pronounce judgment. *Railroad Co.* v. *Grant*, 98 U. S. 398. The organization of a territory into a state ordinarily repeals federal laws existing as to that territory. *Ames and Duff* v. *Colorado Central R. R.*, 4 Dill. (U. S.) 251. In the principal case it is clear that the Commission lost jurisdiction to regulate the rate in question for the future. But the repeal of the jurisdiction of a court must be express or necessarily implied. See *Pratt* v. *Atlantic & St. Lawrence R. R.*, 42 Me. 579. And it is not entirely clear that the organization of the territory into a state necessarily implied the loss of the commission's jurisdiction to award damages for shipments already made. The case goes on the ground that the Commission was not authorized to interfere with a rate unless such action would tend to establish the uniformity of the rate.

LANDLORD AND TENANT — CONDITIONS AND COVENANTS IN LEASES — ASSIGNMENT BY SALE UNDER LEGAL PROCESS. — The plaintiff gave a lease with a condition of re-entry if the lease should be assigned or the lessee's interest sold under execution or other legal process. At the lessor's request the court appointed a receiver for the lessee and ordered him to sell the leasehold. He sold without covenants to one who became bankrupt. The trustee in bankruptcy applied to the court for an order to sell the leasehold. *Held*, that the trustee may sell without forfeiting the term. *Gazlay* v. *Williams*, 210 U. S. 41.

In order to prevent a forfeiture courts of law will construe strictly a condition provided to work one. *Riggs* v. *Pursell*, 66 N. Y. 193. Accordingly in the absence of collusion amounting to fraud a transfer by operation of law is not regarded as violating a condition against assignment. *Doe* v. *Carter*, 8 T. R. 300; *In re Bush*, 126 Fed. 878. Furthermore the court seems justified in holding that the involuntary transfer to the trustee was not a sale under legal process. And the trustee in bankruptcy should not be bound by a covenant or condition against assigning; for the property came to him for that purpose. See *Doe* v. *Bevan*, 3 M. & S. 353. It is not clear whether the court considers applicable to this case the rule that a condition not to alien without license is terminated by the first license. *Dumpor's Case*, 4 Co. 119*b*. See 12 HARV. L. REV. 272. It seems very doubtful whether the rule applies; for the lessor expressly stipulated that the land be sold with the old covenants. If, however, there was a license sufficient to satisfy the rule, it was unnecessary for the court to construe the lease; for the condition would be terminated forthwith. See 20 HARV. L. REV. 420.

LANDLORD AND TENANT — CONDITIONS AND COVENANTS IN LEASES — SEVERANCE OF REVERSION. — The plaintiff leased to A with a condition providing for re-entry for failure to cultivate. The defendant through eminent domain proceedings received a conveyance of the reversion of part of the land and an assignment of the entire leasehold. The plaintiff claimed the right of re-entry for failure to cultivate. *Held*, that he is entitled to re-enter. *Piggott* v. *Middlesex County Council*, 125 L. T. 337 (Eng., Ch. D., July 24, 1908).

A grantee of part of a reversion is not allowed to enforce against the lessee a condition in the lease concerning the land. *Mitchell* v. *M'Cauley*, 20 Ont. App. 272. A severance of the reversion destroys the condition, and so even the grantor's right to sue. *Knight's Case*, 5 Co. 55 b. An early case established an exception in cases where the severance is "by descent, eviction or act of law," as opposed to an act of the parties. *Winter's Case*, Dyer 308 b. The main case in holding a severance by eminent domain an act of law within the exception reaches a just result. It was thought the reason for the general rule lay in the fact that otherwise two suits might be brought against the lessee. Accordingly, when this possibility was destroyed by a grant of part of the reversion to the lessee, a second exception was made. *Hyde* v. *Warden*, 3 Ex. D. 72.